

**Board of Public Works and Safety
Monday, August 17, 2020: 11:30 a.m.
Agenda**

- **Roll Call**
- **Approval of Minutes**
- **Unfinished Business**
- **Adjustments**
- **New business**
 - **Street Closing for United Way Kick Off Event Sept. 24**
 - **3 way Stop Sign @ Green Rd. and Maple St.**
 - **Honey Hill Farm Contract for Halloween Festival**
- **Claims**
- **Mayor's Comment**
- **Public Comment**
- **Adjourn**
- **Next meeting: Monday, September 8, 2020 @ 11:30 a.m.**

RESOLUTION NO. ____ -2020

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING CLOSING FOR THE
JEFFERSON COUNTY UNITED WAY KICK OFF EVENT**

WHEREAS, there has been a request filed by Sheila Coffin on behalf of the Jefferson County United Way for a closing in connection with the Jefferson County United Way Kick Off Event to be held on Thursday, September 24, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that parking area on Vaughn Drive in front of Bicentennial Park shall be closed on Thursday, September 24, 2020, from 8:00 a.m. to 6:30 p.m.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said parking area as closed shall be under the supervision and control of the Jefferson County United Way committee at the times noted above for the year 2020.

ADOPTED this _____ day of August, 2020.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer



2455 Crooked Creek Road, Berry, Kentucky, 41003

Phone: 8596548015 (KY)

www.honeyhillfarm.net

Service Agreement

THIS SERVICE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE YOUR EVENT.

Please read the agreement CAREFULLY, to ensure that all of the information is correct. **INCORRECT DETAILS ON THIS AGREEMENT COULD RESULT IN INCORRECT SERVICES, OR SERVICES NOT BEING PROVIDED AT THE TIME YOU ARE EXPECTING.** THE CLIENT IS FINANCIALLY RESPONSIBLE FOR INCORRECT DETAILS ON THE SERVICE AGREEMENT WHICH RESULT IN UNSATISFACTORY SERVICES.

Things to consider when booking your event:

- **TRAILER and PARKING:** We will likely have a truck pulling a stock trailer. Will a GPS help our crew get there via a route that a truck and trailer can pass through? Once they are there, where will they park to unload? Will they need to move after unloading? Will moving the truck need to occur prior to the start time? Will they be able to reach you on the number listed in this proposal?
- **SHELTER:** On hot or rainy days, animals require shelter. A small shelter is provided for free for 10 animal petting zoos and Live Nativities. This small shelter provides only enough coverage for the animals, not for guests. Shelter is not required for hand led ponies. If your event includes a carousel or petting zoo larger than 10 animals and the temperature exceeds 80 degrees, a tent rental may be required. You can avoid the need for a tent by arranging for the animals to be under natural shelter like shade trees or a portico. Please inquire about our tent rentals and availability.
- **PONY SIZING:** How big will the oldest children be? Small ponies, capable of holding up to 75-100 lbs will usually be sent by default. We have a limited number of large ponies, so be sure to ask ahead of time if you will need a pony for older children.

This service agreement includes the total cost that you will be responsible for upon agreeing to the details of this agreement. The following things may increase your balance:

- Additionally insured status (only if required by a you or a third party) is \$45.00.
- Paying with a credit card (CC payments are subject to a 3% surcharge).
- You need us to be set up earlier than the time listed on this agreement. We will arrive early enough to be setup at the start time listed on your agreement. Earlier setup will be subject to our standard hourly rate, assuming we are able to provide it.
- Tent Rentals - If your event experiences rain, or temperatures in excess of 80 degrees, and you have no natural shade or shelter, the animals may require a tent.
- Excessive paperwork requirements for vendor registration. Please settle matters pertaining to vendor registration and other payment requirements prior to the event.

- You pay late. Please read the payment section to understand our late payment charges.

You may return agreements and waivers (required for private parties only) by scanning and emailing it to info@honeyhillfarm.net or by **postal service to 2455 Crooked Creek Road - Berry, KY 41003.**

If your event requires a deposit, you may pay by mailing a check, or by credit card. To pay with a credit card, please call the office at 859.654.8015 during normal business hours of Tuesday-Saturday, 8am-4pm. The remainder of your balance will be due on the date of service unless you make arrangements to pay at a different time.

Contract Created: 08/07/2020

Halloween Festival

Ref #: 6103

Customer and Contact Name:

City of Madison Indiana [Hannah Fagen]

101 W. Main St.

Madison, Indiana 47250

Contact Alt Phone: 2605154015

Email: hfagen@madison-in.gov

Event Location:

101 W. Main St.

Madison, Indiana 47250

United States

Event Date(s):

Saturday, October 31st, 2020 11:00AM to

Saturday, October 31st, 2020 2:00PM

Number of Guests: 500-800 **Surface:**

Billing Summary:

Sub-Total:	\$958.00
Discount:	-\$143.70
Total:	\$814.30
Deposit Required:	\$325.72
Deposit Due By:	08/17/2020
Balance Remaining Before Deposit:	\$ 814.30
Balance Due By:	10/31/2020

Event Notes: Customer will receive the 20 Animal Petting Zoo with a cow.

Services/Equipment Rented

A. Base Service

- 20 Animal Petting Zoo (no pony rides)

C. Mileage

- Zone 3 Mileage and Staff

Equipment Details

A. Base Service

?

20 Animal Petting Zoo (no pony rides)

20 Animals, including chickens, ducks, rabbits, sheep, goats, alpacas, a mini horse or mini donkey, and one specialty animal. Gates and pens provided. Requires a minimum of 20x20 ft area. Grass and shade is preferable, but concrete and full sun is acceptable (full sun may require tent rental if temperature exceeds 80 degrees. Cleanup is provided.

C. Mileage

?

Zone 3 Mileage and Staff

TERMS

Please read all terms before signing the agreement. These terms serve as both a legal agreement and important information that is being provided to you for your protection and ours. Failure to read and abide by the terms listed in it could result in late charges, cancellation fees or forfeiture of your deposit. Events without a signed service agreement will be cancelled.

Payment Policies

The client agrees to pay the balance no later than the date of service, unless prior arrangements have been made. Credit Card payments are subject to a 3% surcharge and are not accepted by event staff. They must be made prior to the event. Past due balances are subject to additional fees of 5% of the balance, beginning when the balance is 30 days past due, and increasing by 5% of the balance for every 30 days the account remains past due. Client will make necessary payment arrangements, such as requests for an invoice or W9, with adequate time to process payment before due date.

The price of service listed in your service agreement is specific to the contracted time and services. If a customer requires Honey Hill Farm to be setup earlier than the contracted start time, an additional cost will be added, according to our standard hourly rates for the services we are providing. If the client requires additional time at the end of the event, it will be added in 15 minute increments, at the standard hourly rate for the services provided, assuming that additional time can be added. If Honey Hill Farm, for any reason that is not the fault of the client or at the client's request, fails to provide the contracted services for the entire length of the contracted times, a verbal agreement should be reached between the two parties, as to whether the time should be made up at the end of the event, or the price should be discounted.

Safety

It is the responsibility of the customer to keep guests safely out of the setup area before the contracted start time and after the contracted end time. This may require sending staff or volunteers or placing signs and/or a partition. The petting zoo and pony rides area should not be considered safe for your guests until Honey Hill Farm's staff has set up and secured all equipment, animals, and vehicles.

It is not Honey Hill Farm's responsibility to remove all risks from participation in our services. Instances of injury are rare, but possible. Contracting Honey Hill Farm to provide services for your event involves accepting inherent risks, similar to many entertainment activities. Honey Hill Farm reserves the right to cease operations in the event that the activity has become unsafe for humans or animals due to hazardous weather, inappropriate behavior on the part of the client or their guests or other disruptions that are deemed dangerous in the opinion of the Honey Hill Farm staff. They will resume if and when the activity meets our safety standards.

Terms of Cancellation:

*This agreement may be canceled up until 7 days in advance of the event, without penalty, by either party, because of accidents, sickness, riots, strikes, epidemics, acts of God or any other LEGITIMATE conditions (deemed by Honey Hill Farm), that are beyond the control of either party. If possible, we will re-schedule the event on another day, if the client wishes to do so.

*Cancellation, without penalty, within 7 days of the event, is permitted due to inclement weather, with at least 24 hours notice, when notice is given by the client over the phone and is acknowledged by phone or email by a Honey Hill Farm employee. If the client is unable to reach us at the business phone number listed on the website, they must leave a message on that line, as well as call the emergency number given on the voicemail prompt and leave a message there. Cancellations that do not meet these time and method stipulations will forfeit 40% of the total balance.

*The staff of Honey Hill Farm will not cancel because of inclement weather including cold, rain, or heat, but

certain weather conditions may be unsuitable for certain animals, and the client must provide shelter for the activity when deemed necessary by Honey Hill Farm, in advance of the event. Exceptions to this are snow or icy conditions which prohibit the safe transport of our animals and staff, which will result in cancellation by Honey Hill Farm. It is up to the person(s) listed as the contact for the event, on the service agreement, to call and cancel the event on behalf of the client. If the client neglects to cancel the event due to the threat of inclement weather, no refunds will be issued for weather related disruptions of service.

To be signed by authorized representative of the customer:

I have read and understand all of the event details and terms listed in this service agreement. I understand that by signing this I agree that all of the event details on this service agreement are correct. I also understand that I am responsible for informing all interested parties in my own organization of what is expected of them in payment, safety and cancellation matters. I am authorized to sign this agreement on behalf of this event, and I agree to the terms.

City of Madison Indiana

Signature of Event Representative _____

Title (if being signed by a representative) _____

Date _____